

Terms and Conditions: Water Deal 2021 Online Quotes

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Terms and Conditions for Water Deal 2021

The Water Deal 2021 involves the Customer selecting one of two promotional offers run by CWL for a limited period of time. Both offers are subject to contract and shall only be available to Customers who obtain and accept a quotation via the CWL Online Estimation Tool between 1 January 2021 and 31 December 2021.

1 Definitions

1.1 In these terms and conditions, the following words and expressions shall have the following meanings:

1.1.1 "Charges" means the charges for the provision of the Services in accordance with these Terms and Conditions, the relevant Scheme of Charges and the National Scheme;

1.1.2 "Customer" means a party occupying non-household premises which has been, is or will be liable to pay CWL in respect of Services;

1.1.3 "CWL" means Castle Water Limited a limited company registered in Scotland with company number SC475583, with its registered office at 1 Boat Brae, Rattray, Blairgowrie, PH10 7BH and licensed by Ofwat to provide water and waste services in England;

1.1.4 "National Scheme" means the document entitled "Scheme of Terms and Conditions for National Customers" of CWL available at www.castlewater.co.uk/info;

1.1.5 "Potential Customer" means a party which has sought an estimate from CWL for the provision of Services for Relevant Premises pursuant to this scheme of terms and conditions;

1.1.6 "Relevant Premises" means the non-household premises in respect of which a Potential Customer has sought a quote for the provision of Services by CWL;

1.1.7 "Scheme of Charges" means the scheme of charges for the relevant Wholesale Supplier for area in which the Customer's premises are located which is available at www.castlewater.co.uk/info;

1.1.8 "Services" means water supply and/or waste retail services pursuant to the Water Industry Act 1991.

1.2 Capitalised words and expressions shall bear the same meaning given to them in the National Scheme.

1.3 The Terms and Conditions are supplemental to and to be read in conjunction with the National Scheme.

1.4 Where these Terms & Conditions differ from or conflict with the National Scheme, these Terms & Conditions shall take precedence. Otherwise, the National Scheme remain in full force and effect and on the basis upon which we contract with you.

2 Online Estimation Portal

- 2.1 CWL shall maintain a portal (the "Portal") to permit Potential Customers to obtain a quotation for the provision of Services by CWL (a "Quote"). The Portal is available at www.castlewater.co.uk/quick-quote.
- 2.2 Any Quote generated by the Portal is an estimate based on the information provided by the Potential Customer and available data on the Central Market Operating System ("CMOS"). Where any of the rating base values are absent from CMOS, the Quote will be determined using the appropriate default values. The relevant rating base values are as follows:
- 2.2.1 Surface water and drainage area (m²)
 - 2.2.2 Meter size (mm)
 - 2.2.3 Consumption value per annum (m³/£)
- 2.3 The Quote is subject to variation if:
- 2.3.1 the Relevant Premises do not correspond to the information maintained within CMOS;
 - 2.3.2 any information provided by the Potential Customer in preparation of a Quote is incorrect; or
 - 2.3.3 the consumption of water at the Relevant Premises is not in accordance with the estimates set out in the quote.
- 2.4 A Quote cannot be used in conjunction with any other offer, discount or cashback offered by CWL.
- 2.5 Notwithstanding that a Potential Customer has obtained a Quote, CWL reserve the right to refuse to enter into a contract with the Potential Customer.
- 2.6 A Potential Customer is not obliged to enter into a contract with CWL as a result of obtaining a Quote through the Portal.

3 Availability

- 3.1 Potential Customers will not be able to obtain a Quote where the Relevant Premises meet any of the following criteria:
- 3.1.1 There are multiple sites;
 - 3.1.2 There will be any trade effluent services to be provided;
 - 3.1.3 Where a post-code cannot be found on CMOS; and/or
 - 3.1.4 Where a Quote is sought on behalf of a third party.
- 3.2 Without prejudice to paragraph 3.1, CWL may provide a quotation for any Relevant Premises which meet any of the criteria set out in paragraph 3.1. Where a Potential Customer wishes to obtain a quotation in respect of such Relevant Premises, such Potential Customer should contact CWL by email to switch@castlewater.co.uk.

4 Contract Commencement and Termination

- 4.1 Where a Potential Customer accepts a Quote, these terms and conditions and the National Scheme form the basis of the contract between CWL and the Customer (the "Contract").
- 4.2 The Customer agrees to enter into a contract for the Services from CWL based on these Terms and Conditions, the National Scheme and the relevant Scheme of Charges for a minimum period of either:
- 4.2.1 36 months in accordance with clause 5.2; or
 - 4.2.2 24 months in accordance with clause 5.6.
- 4.3 This Contract will commence from the date the Customer transferred to CWL ("the Effective Date").
- 4.4 The Contract will be based upon the Quote from the Effective Date until 31st March the following year. Thereafter, the customer will be billed from 1st April to 31st March of any given initial and subsequent year.
- 4.5 This Contract will terminate on the earliest of:
- 4.5.1 the agreement of alternative contract terms between a Customer and CWL relative to the Relevant Premises;
 - 4.5.2 the deregistration of the supply point for the Relevant Premises on CMOS;
 - 4.5.3 depending on the Quote the Customer obtains from CWL either:
 - 4.5.3.1 the date falling 36 months after the Effective Date in accordance with clause 5.2 (following which the Customer will continue to be supplied with the Services of CWL on the default tariff applicable to the Relevant Premises and in accordance with the terms of the National Scheme); or
 - 4.5.3.2 the date falling 24 months after the Effective Date in accordance with clause 5.6 (following which the Customer will continue to be supplied with the Services of CWL on the default tariff applicable to the Relevant Premises and in accordance with the terms of the National Scheme).

5 Pricing Terms

- 5.1 The Customer shall pay to CWL the Charges for the Services (including relevant disconnection charges) in accordance with the National Scheme.
- 5.2 For the purposes of these terms and conditions, the Charges for Services will be the relevant Wholesale Charges plus the Applicable Margin. Subject to paragraph 5.3 below, for the purposes of any contract agreed between a Customer and CWL pursuant to these Terms and Conditions, the Applicable Margin will be 6% for water supply and 8% for waste retail Services (or such margin as is specified by CWL in the Quote provided to the Customer pursuant to clause 5.6 below).
- 5.3 The Charges are subject to applicable VAT which the Customer shall be liable to pay CWL.

- 5.4 CWL will provide to the Customer, in advance, a statement which details their estimated charges for a period of either 6 months or 12 months (as selected by CWL) (the "Invoice Period") and a breakdown of fixed monthly payments to be made by the Customer during that Invoice Period (the "Monthly Payment"). The Monthly Payments will be taken by Direct Debit only.
- 5.5 Subject to clause 5.6 the Customer shall pay the Charges monthly by Direct Debit only, on a due date agreed by CWL and the Customer provided that at the end of each Invoice Period, to the extent that the Monthly Payments are insufficient to meet the charges for the Invoice Period, CWL may at its discretion:
- 5.5.1 Apply any relevant shortfall to the customer's account for the next Invoice Period and adjust the relevant Monthly Payments accordingly;
- 5.5.2 Invoice the Customer to make payment of the outstanding shortfall sum.
- 5.6 Where the Customer agrees a Contract with a lower margin of 5% for water supply and 7% waste retail Services in accordance with clause 5.2 the Customer shall pay to CWL an advance sum totaling two months of Charges by Direct Debit. Once this first payment has been made to CWL the Customer shall thereafter be billed in accordance with clause 5.5.
- 5.6 All Direct Debit payments made by the Customer to CWL are covered by the Direct Debit Guarantee.
- 5.7 Where any Charges due to CWL are not paid by the Customer within 7 days of the due date, CWL may amend the payment terms applicable to the Customer to alternative payment terms, which may include payment of up to 12 months' in advance or a deposit from the Customer of a maximum of a sum equivalent to 12 month's Charges.
- 6 Changes to this Scheme
- These Terms and Conditions are subject to change and may be changed by CWL at any time by making revised terms and conditions available at www.castlewater.co.uk.
- 7 Force Majeure
- CWL shall not be in breach of any of its obligations under the Contract nor be liable for any delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.